

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF ANDERSON	)	C.A. No.: 2020-CP-04-
)	
Joshua Annon,)	
)	
Plaintiff,)	
)	
v.)	
	)	SUMMONS
	)	(Jury Trial Requested)
Electrolux Home Products, Inc. and)	
Aerus, LLC f/k/a Electrolux, LLC,)	
)	
Defendants.)	
)	

TO THE DEFENDANTS ABOVE NAMED:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the Complaint to the subscriber at 25 Mills Avenue, Greenville, South Carolina 29605, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within that time, the Plaintiff will apply to the Court for the relief demanded in the Complaint and a judgment by default will be rendered against you.

s/ Chad L. Bacon, SC Bar No.: 69841
FOSTER LAW FIRM, L.L.C.
 25 Mills Avenue
 Greenville South Carolina 29605
 Telephone: 864-242-6200
 Facsimile: 864-233-0290
 Attorneys for Plaintiff

September 22, 2020
 Greenville, South Carolina

EXHIBIT A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF ANDERSON	)	C.A. NO: 2020-CP-04-
)	
Joshua Annon,)	
)	
Plaintiff,)	
)	
v.)	
	)	COMPLAINT
Electrolux Home Products, Inc. and	)	(Jury Trial Requested)
Aerus, LLC f/k/a Electrolux, LLC,)	
)	
Defendants.)	

The Plaintiff, complaining of the Defendants, would show unto this Honorable Court as follows:

1. Plaintiff is a citizen and resident of the County of Anderson, State of South Carolina.
2. Upon information and belief, Defendant Electrolux Home Products, Inc. is a corporation, organized and existing pursuant to the laws of one of the states of the United States and which does business and owns property in the County of Anderson, State of South Carolina.
3. Upon information and belief, Defendant Aerus, LLC f/k/a Electrolux, LLC is a limited liability company organized and existing pursuant to the laws of one of the states of the United States and which does business and owns property in the County of Anderson, State of South Carolina.
4. Defendants are the owners and operators of a manufacturing plant located at 101 Masters Boulevard in the County of Anderson, State of South Carolina.

5. Plaintiff was employed with Securitas Security Services USA, Inc. as a security guard and as part of his job duties Plaintiff was required to patrol the Defendants' premises at night time on a golf cart. The premises to be patrolled by Plaintiff is located at 101 Masters Boulevard in the County of Anderson, State of South Carolina.

6. During night time at approximately 9:00 p.m. on October 1, 2017, Plaintiff began patrolling the Defendants' premises via a golf cart that was owned and/or maintained by Defendants.

7. As part of his patrol, Plaintiff to utilize a patrol route that was directed by and/or under the control and supervision of Defendants, required Plaintiff to drive over a drainage culvert in an area that was not well lit.

8. As Plaintiff was driving the golf cart over the culvert that was on the patrol route, the culvert collapsed which caused the golf cart to crash.

9. As a result of the golf cart crash caused by the culvert collapse, Plaintiff was thrown from the golf cart and Plaintiff sustained significant injury which required medical treatment.

10. That the Defendants were negligent, reckless, willful, and wanton in causing the Plaintiff's injuries in the following and other particulars:

- a. In instructing Plaintiff to drive a golf cart over a culvert that was unsound and prone to collapse;
- b. In failing to adequately light the premises for Plaintiff to conduct golf cart patrols;
- c. In failing to utilize signs or provide warnings to business invitees on the premises that the culvert was unsound and/or prone to collapse;
- d. In failing to properly maintain and/or repair the golf carts that were required to be used by Plaintiff for his patrol;

- e. In failing to maintain the culvert and/or provide notice or warning to Plaintiff that the culvert was unsound and/or prone to collapse;
- f. In failing to establish safeguards or standards to prevent injuries such as what happened to Plaintiff;
- g. In failing to utilize guards, barriers, or other safety equipment on or near the culvert to prevent the occurrence of injury;
- h. In failing to ensure that the golf carts had adequate lighting when the Defendants knew or should have known that the golf carts were to be utilized at night;
- i. In creating a hazardous condition as a result of the facts outlined above;
- j. In failing to comply with applicable OSHA standards;
- k. In failing to inspect the culvert after having performed or directed construction work in the area of the culvert; and
- l. In such other and further particulars as the evidence may show at trial.

All of these acts were in violation of the Federal Occupational Safety and Health Administration Standards and the South Carolina Cod of Laws or the common law of the State of South Carolina.

11. Defendants had prior notice or should have known of the hazardous conditions of which the Plaintiff complains and these conditions were not corrected prior to the Plaintiff's injury.

12. As a direct and proximate result of the negligent, reckless, willful, and wanton acts of the Defendants, the Plaintiff sustained bodily injuries and has incurred medial expenses associated with those injuries and lost wages, has endured pain and suffering and permanent impairment and is expected to incur medial expenses and endure pain and suffering tor an indefinite period of time into the future.

Wherefore, Plaintiff asks for judgment against the Defendants for actual and punitive damages in an amount to be determined by a jury, for the cost of this action and for such other and further relief as the Court deems just and proper.

S/ Chad L. Bacon
Chad L. Bacon, S.C. Bar # 69841
Foster Law Firm, LLC

25 Mills Avenue
Greenville, S.C. 29605
TEL: (864) 242-6200
FAX: (864) 233-0290

September 22, 2020
Greenville, South Carolina

ELECTRONICALLY FILED - 2020 Sep 23 3:20 PM - ANDERSON - COMMON PLEAS - CASE#2020CP0401779

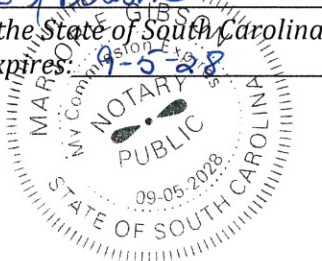
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF ANDERSON	)	C.A. No.: 2020-CP-04-01779
)	
Joshua Annon,)	
Plaintiff(s),)	
v.)	
Electrolux Home Products, Inc. and Aerus,	)	PROOF OF SERVICE
LLC f/k/a Electrolux, LLC,)	
Defendant(s).)	

Comes the Plaintiff, by and through the undersigned counsel, and hereby submits the following proof of service of the Summons and Complaint in the above-captioned matter upon Defendant, Electrolux Home Products, Inc., by and through its agent, C T Corporation System. Defendant is a foreign corporation and was served on November 23, 2020, by certified U.S. Mail, return receipt requested, restricted delivery, in accordance with the South Carolina Rules of Civil Procedure and applicable sections of the South Carolina Code of Laws, as annotated, 1976.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <div style="display: flex; justify-content: space-between;"> <div>X <i>Lisa Culler</i></div> <div> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </div> </div> </p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <u>11-23-20</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>1. Article Addressed to:</p> <p>RESTRICTED DELIVERY C T Corporation System Registered Agent for Electrolux Home Products, Inc. 2 Office Park Court, Suite 103 Columbia, SC 29223</p>  <p style="text-align: center;">9590 9402 6020 0069 2674 24</p>	<p>3. Service Type</p> <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input checked="" type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input checked="" type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em; font-weight: bold;">7018 0680 0000 4163 5443</p>	<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p> <p style="text-align: right;">Domestic Return Receipt</p>																

SWORN TO AND SUBSCRIBED BEFORE ME
this 3rd day of December, 2020

Marjorie Harrison
Notary Public for the State of South Carolina
My Commission Expires: 9-5-28



Chad L. Bacon

Chad L. Bacon, SC Bar No.: 69841
FOSTER LAW FIRM, L.L.C.
25 Mills Avenue
Greenville, SC 29605
Telephone: 864-242-6200
Facsimile: 864-233-0290
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF ANDERSON	)	C.A. No.: 2020-CP-04-01779
)	
Joshua Annon,)	
Plaintiff(s),	)	VOLUNTARY DISMISSAL AS TO
	)	DEFENDANT AERUS, LLC SOLELY
v.)	
)	
Electrolux Home Products, Inc. and)	
Aerus, LLC f/k/a Electrolux, LLC,)	
Defendant(s).)	
)	

Plaintiff, by and through its undersigned counsel, voluntarily dismisses Defendant Aerus, LLC f/k/a Electrolux, LLC from the above captioned cause of action, pursuant to Rule 41(a)(1) of the South Carolina Rules of Civil Procedure. The dismissal is without prejudice as to Defendant Aerus, LLC f/k/a Electrolux, LLC. The litigation is not dismissed as to Electrolux Home Products, Inc. as to whom the pending action remains.

Respectfully Submitted,

s/Chad L. Bacon, SC Bar No.: 69841
FOSTER LAW FIRM, L.L.C.
 25 Mills Avenue
 Greenville, SC 29605
 Telephone: (864) 242-6200
 Facsimile: (864) 233-0290
 Attorney for Plaintiff

December 16, 2020
 Greenville, South Carolina